

Message Text

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TO AMEMBASSY OTTAWA

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C O N F I D E N T I A L STATE 218535

E.O. 11652: GDS

TAGS: MARR, MILI, CA, US

SUBJECT: GOOSE BAY AGREEMENT

REFS: (A) OTTAWA 2963; (B) STATE 134621

1. WE HAVE NO OBJECTION TO INITIAL TEN YEAR DURATION
PROPOSED BY GOC, PROVIDED IT IS UNDERSTOOD THAT SUCH A
PROVISION IN NO WAY OBLIGATES THE UNITED STATES TO MAINTAIN
ANY PARTICULAR LEVEL OF ACTIVITY AT GOOSE BAY DURING THE
TEN YEAR PERIOD. IN OTHER WORDS, EVEN THOUGH AGREEMENT
REMAINS IN FORCE FOR AT LEAST TEN YEARS, UNDER ITS TERMS
U.S. MAY WITHDRAW ITS PERSONNEL AND PROPERTY AND CEASE
OPERATIONS AT GOOSE BAY AT ANY TIME.

2. PARA 1 OF CANADIAN DRAFT ANNEX IS ACCEPTABLE.

3. IN SUBPARAGRAPH 2.A. OF CANADIAN DRAFT, WE ARE WILLING
TO ACCEPT CANADIAN CHANGES TO FIRST SENTENCE, EVEN THOUGH
CHANGES ARE UNNECESSARY AND THEIR EXPLICITNESS MAY CAUSE
CONGRESS OR GAO TO RAISE QUESTIONS WHY PREVIOUS GOOSE BAY
AGREEMENTS DID NOT INCLUDE CANADIAN OBLIGATION TO REIMBURSE
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U.S. FOR RESIDUAL VALUE OF PERMENENT IMPROVEMENTS. WE

DESIRE, HOWEVER, THAT CLARIFYING PHRASE FROM EXISTING

AGREEMENT "INCLUDING REMOVABLE IMPROVEMENTS, EQUIPMENT, MATERIAL, SUPPLIES AND GOODS," BE REINSERTED IN SECOND SENTENCE AFTER THE WORDS "PURCHASED OR FINANCED BY THE UNITED STATES."

4. IN SUBPARAGRAPH 2.B, EMBASSY SHOULD SEEK RESTORATION OF PHRASE FROM U.S. DRAFT PARA 1.B. "FREE OF RENT OR SIMILAR CHARGE." WE FEEL SUCH A PROVISION IS NEEDED IN VIEW OF EXPLICIT WAIVER OF RESIDUAL VALUE IN SUBPARAGRAPH 1.A., AND IN ORDER TO MAKE IT CLEAR THAT USG OBLIGATION TO REIMBURSE GOC FOR SERVICES DOES NOT INCLUDE CHARGES IN NATURE OF RENT. EMBASSY SHOULD ALSO SEEK DELETION OF PHRASE "SUBJECT TO AVAILABILITY," SINCE IT IMPLIES CANADIAN AUTHORITIES MAY UNILATERALLY DETERMINE AT ANY TIME THE FACILITIES TO BE MADE AVAILABLE TO THE UNITED STATES. IN ORDER TO AVOID OPEN ENDED COMMITMENT, WHICH WE ASSUME IS CANADIAN CONCERN, MODIFIED SENTENCE FROM U.S. DRAFT MAY BE ADDED TO SUBPARAGRAPH 2.B. AS FOLLOWS: "THESE FACILITIES WILL BE IDENTIFIED IN IMPLEMENTING ARRANGEMENTS CONCLUDED IN ACCORDANCE WITH PARAGRAPH 9 OF THIS ANNEX." FINALLY, WE SEE NO REASON FOR CANADIAN DELETION OF "FAMILY QUARTERS, BARRACKS, SHOPS, HARDSTANDS" FROM LIST OF FACILITIES TO BE PROVIDED U.S., AND DESIRE THEIR REINSERTION IN LIST.

5. IN FIRST SENTENCE OF PARAGRAPH 3 OF CANADIAN DRAFT, EMBASSY SHOULD SEEK SUBSTITUTION OF PHRASE "AIRCRAFT OPERATED BY, FOR, OR UNDER THE CONTROL OF THE UNITED STATES ARMED FORCES" FOR THE WORDS "UNITED STATES ARMED FORCES AIRCRAFT." U.S. PHRASEOLOGY IS FROM EXISTING AGREEMENT AND COVERS DOD CHARTER AIRCRAFT AS WELL AS MILITARY AIRCRAFT.

6. IN SUBPARAGRAPH 3.B. OF CANADIAN DRAFT, WE NOTE THAT THE WORDS "THE ANNEX" SHOULD BE "THIS ANNEX."

7.A IN SUBPARAGRAPH 3.C. OF CANADIAN DRAFT, EMBASSY SHOULD SEEK SUBSTITUTION OF U.S. DRAFT PARAGRAPH 2.C., WHICH IS IDENTICAL TO EXISTING AGREEMENT. CANADIAN DRAFT WOULD

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REQUIRE NOT ONLY DND APPROVAL OF INSTALLATIONS OF EQUIPMENT, BUT ALSO CONTINUING DND APPROVAL OF OPERATION OF EXISTING EQUIPMENT. CANADIAN DRAFT WOULD PUT ENTIRE BURDEN ON UNITED STATES OF ELIMINATING INTERFERENCE WITH A CANADIAN INSTALLATIONS, WITH RESPECT TO BOTH EXISTING AND NEW INSTALLATIONS OF EQUIPMENT, RATHER THAN ONLY NEW INSTALLATIONS AS HAS ALWAYS BEEN THE CASE.

7.B. NOTWITHSTANDING THE FOREGOING, IF DAMAGE IS CAUSED TO PROPERTY OWNED BY ONE GOVERNMENT AT GOOSE BAY BY AN EMPLOYEE OF THE OTHER GOVERNMENT, OTHER THAN A MEMBER OR AN EMPLOYEE OF THE ARMED FORCES OF THAT GOVERNMENT, UNDER CIRCUMSTANCES WHEREBY THE GOVERNMENT WHOSE PROPERTY IS SO DAMAGED WOULD WAIVE ITS CLAIMS AGAINST THE OTHER GOVERNMENT PURSUANT TO PARAGRAPH (1) OF ARTICLE VIII OF THE NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT IF THE DAMAGE:

(A) WAS CAUSED BY A MEMBER OR AN EMPLOYEE OF THE ARMED SERVICES OF THE OTHER GOVERNMENT; OR

(B) AROSE FROM THE USE OF ANY VEHICLE, VESSEL OR AIRCRAFT OWNED BY THE OTHER GOVERNMENT AND USED BY ITS ARMED SERVICES, THE GOVERNMENT WHOSE PROPERTY IS SO DAMAGED AGREES TO WAIVE ALL ITS CLAIMS AGAINST THE OTHER ON ACCOUNT OF SUCH DAMAGE.

8. IN FIRST SENTENCE OF PARAGRAPH 4 OF CANADIAN DRAFT, WE NOTE OMISSION OF "AIRCRAFT GROUND SUPPORT SERVICES." SINCE THIS ESSENTIAL SUPPORT USAF WILL NOT PROVIDE ITSELF AND WILL THUS REQUIRE FROM CANADIAN SOURCES, THESE WORDS SHOULD BE REINSERTED.

9. IN SUBPARAGRAPH 5.A. OF CANADIAN DRAFT, EMBASSY SHOULD SEEK DELETION OF WORDS "FACILITIES AND" FROM FIRST SENTENCE, SINCE THESE WORDS IMPLY PAYMENT OF RENTAL TYPE CHARGES. "BASE SUPPORT SERVICES" FAIRLY DESCRIBES SERVICES TO BE REIMBURSED BY THE U.S.

10. CANADIAN DRAFT PARAGRAPH 7.B. IS ACCEPTABLE.

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11. IN SECOND SENTENCE OF SUBPARAGRAPH 8.A. OF CANADIAN DRAFT, "UNITED STATES" SHOULD BE SUBSTITUTED FOR "UNITED STATES AIR FORCE." WE FAIL TO SEE ANY REASON FOR APPARENT LIMITATION ON SCOPE OF THIS "BOILERPLATE" TAX PROVISION COMMON TO NEARLY ALL US/CANADIAN DEFENSE AGREEMENTS.

12. IN SUBPARAGRAPH 8.C. OF CANADIAN DRAFT, EMBASSY SHOULD SEEK REINSERTION OF WORDS "OR OTHER AGREEMENTS BETWEEN THE UNITED STATES AND CANADA" AT END OF-SUBPARAGRAPH. THIS PHRASEOLOGY IS FROM EXISTING AGREEMENT AND ASSURES APPLICATION OF OTHER RELEVANT AGREEMENTS SUCH AS 1943 AGREEMENT PERTAINING TO RELIEF FROM PROVINCIAL TAXES (EAS 339).

13. IN PARAGRAPH 9 OF CANADIAN DRAFT, EMBASSY SHOULD

SEEK DELETION OF WORDS "ON BEHALF OF THE UNITED STATES"
AS UNNECESSARY AND ALSO ON GROUNDS SUCH WORDS CREATE
IMBALANCE IN TEXT IN VIEW OF ABSENCE OF SIMILAR PHRASE
AFTER "APPROPRIATE AGENCIES OF THE CANADIAN GOVERNMENT."
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